

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ABEC, INC.,

Plaintiff,

v.

EAT JUST, INC. AND GOOD MEAT,
INC.,

Defendants.

CIVIL ACTION

NO. 23-1091

ORDER

AND NOW, this 21st of December, 2023, upon consideration of Defendants' Motions to Compel Arbitration and Dismiss the Amended Complaint (ECF Nos. 39, 40), Plaintiff's Responses in Opposition thereto (ECF Nos. 41, 42), and Defendants' Replies in support (ECF Nos. 43, 44), Defendant GOOD Meat's Motion to Compel Arbitration is **DENIED**, Defendant GOOD Meat's Motion to Dismiss is **GRANTED IN PART** and **DENIED IN PART**, Defendant Eat Just's Motion to Stay Pending Arbitration is **DENIED**, and Defendant Eat Just's Motion to Dismiss is **GRANTED IN PART** and **DENIED IN PART**.¹

In particular, it is hereby ordered that:

1. Defendant GOOD Meat's Motion to Compel Arbitration is **DENIED**.
2. Defendant GOOD Meat's Motion to Dismiss is **DENIED** with respect to all invoices for Purchase Order 187859 (Count I) that are mentioned in the Amendments to the Bioreactor Development Agreement (Invoices 24800, 24817, 24818). GOOD Meat's Motion to Dismiss is **GRANTED WITHOUT PREJUDICE** with respect to all other invoices for Purchase Order 187859 (Invoice 24845).
3. Defendant Eat Just's Motion to Stay proceedings pending arbitration is **DENIED**.
4. Defendant Eat Just's Motion to Dismiss ABEC's claim for breach of the Bioreactor Development Agreement and its Amendments (Count II) is **DENIED**.

¹ All terms below take the same meaning as in the Court's Opinion published concurrently with this Order.

5. Defendant Eat Just's Motion to Dismiss ABEC's alternative claim for payment of invoices for specific purchase orders mentioned in the Nexseer LOI (Purchase Orders 187859, 187860, 191507, 191509) (Count IV) is **GRANTED WITHOUT PREJUDICE**.

BY THE COURT:

/s/Wendy Beetlestone, J.

WENDY BEETLESTONE, J.